

OIL & GAS LEASE

THIS AGREEMENT, made this 6TH day of APRIL, 20 11

between

William Dennis Dent (Divorced) Not remarried
2655 Harrison Ave. S.W., Canton, Ohio 44706
Phone _____

(hereinafter called "Lessor"), and **EnerVest Energy Institutional Fund XI-A, L.P., EnerVest Energy Institutional Fund XI-WI, L.P. and CGAS Properties, L.P. of 300 Capitol Street Suite 200, Charleston WV 25301**, (hereinafter called "Lessee"). The Lessee shall own the Lease, in the following percentages: EnerVest Energy Institutional Fund XI-A, L.P. as to 37.1561% of the Lease, EnerVest Energy Institutional Fund XI-WI, L.P. as to 16.6939 % of the Lease and CGAS Properties, L.P. as to 46.15% of the Lease, does witness:

1. Lessor, in consideration of the sum of One and no/100 dollars (\$1.00), the receipt of which is hereby acknowledged and of the covenants and agreements herein contained, does hereby grant unto Lessee all of the oil and gas and the constituents of either, in and under the lands hereinafter described together with the exclusive right to explore, drill and operate for, produce, and market oil and gas and their constituents, the right to lay pipeline to transport oil and gas and their constituents from the lands leased hereunder and other lands, the right to build and install such tanks, equipment and structures ancillary thereto to carry on operations for oil and gas, together with the right to enter thereon at all times and to occupy, possess and use so much of said premises as is necessary and convenient for all purposes described herein.

2. This lease covers the premises situated in Section (Lot) 8 of the Township of Lexington County of STARK State of Ohio containing 50.86 acres, more or less, being all of the land owned by Lessor in said township or adjoining said tract, bounded substantially as follows: T 19 R 6
Parcel No.(s) 2803684

Being the premises described in: Volume 117, Page 164 AND / Instrument # 200603200015960 of the Records of the aforementioned County.

3. This lease shall remain in force for a primary term of FIVE (5) years and as long thereafter as operations described above are being conducted on the premises; or oil or gas is produced, or is capable of being produced.

4.. The royalties to be paid by Lessee are (a) on oil, one-eighth (1/8) of that produced and saved from said land, same to be delivered at the wells or to the credit of the Lessor, (b) on gas of whatsoever nature or kind produced and sold, one-eighth (1/8) of the proceeds realized by Lessee from the sale thereof; Lessee shall pay the royalties within 30 days after Lessee receives payment or at such time royalties exceed the minimum amount of \$50.00 thereof. All royalties regardless of the minimum shall be paid by October 31st of each year. In the event all wells on the leased property are shut in for any reason for a continuous period of six months, then on or before the end of each calendar year during which such wells are shut in, Lessee shall pay Lessor a shut in payment of One Dollar (\$1.00) per year per acre, prorated for the period such wells are shut in and this lease shall continue in full force and effect as provided in paragraph 3 so long as such payments are made.

5. If operations for a well are not commenced on the premises within twelve (12) months from the date of this lease, this lease shall terminate as to both parties unless lessee on or before that date shall pay or tender to the Lessor the sum of:

0.00 dollars per acre (\$ 0.00) annually (See Paragraph 17) which shall operate as a rental and cover the privilege of deferring the commencement of operation for a well for twelve (12) months from said date. Such rentals may, at the option of Lessee, be paid annually. This and all other payments due under this lease shall be made by cash or check and shall be deemed tendered when either delivered to Lessor or any of them or mailed to Lessor or any of them at the above address. This lease shall not terminate for failure to pay said rentals unless Lessor gives Lessee or his assigns written notice of said failure and the rental due is not paid within fifteen days of the receipt of said notice by Lessee.

6. If Lessor owns a lesser interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals provided for herein shall be paid to the Lessor only in the proportion that his interest bears to the whole and undivided fee. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall terminate within twelve (12) months from the date of the completion of the plugging of such well unless Lessee shall commence another well or unless Lessee pays delay rental as here in above provided.

7. Lessee shall have the right to use free of cost, gas, oil, and water found on said land for its operations thereon, except water from wells of Lessor. When requested by Lessor in writing, Lessee shall bury pipelines below plow normal plow depth in cultivated areas and shall pay for damage caused by its operations to growing crops and fences on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of Lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, and any other structures or improvements placed on said land by Lessee, including the right to draw and remove casing.

8. The rights of either party hereunder may be assigned in whole or in part. No change in ownership of the land or the rentals or royalties shall be binding on the Lessee until Lessee has received notice and has been furnished with the written transfer or certified copy thereof. In the event this lease shall be assigned as to part or as to parts of the above described lands, and the holder or owner of any such parts fail or make default in the payment of its proportionate part of the delay rental, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which Lessee or any assignee hereof shall make due payment of said rentals.

9. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the said lands and production and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself from any payments due hereunder.

10. This lease shall be subject to governmental rules or regulations, and this lease shall not be terminated, in whole or in part, nor shall Lessee be held liable in damages, for failure to comply herewith, if compliance is prevented by, or such failure is the result of, any such law, rule or regulation. Lessor grants Lessee the authority to compromise or settle any disputes with government agencies relating to this lease or production therefrom.

11. Lessee is hereby granted the right at any time to unitize the leased premises or any portion thereof, as to any or all strata or stratum, with any other lands for the production of oil and/or gas and/or the constituents of either. No such unit shall embrace more than 640 acres; provided that if any governmental regulations shall prescribe a spacing pattern for the development of the field, then any such unit may embrace as much additional acreage as may be so prescribed. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon, provided, however, that Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated in paragraph 4 as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit.

12. Following completion of any producing well, Lessee shall (a) fill all the pits used during drilling which are not required either for production purposes or by any government regulations; (b) remove all concrete bases, drilling supplies and drilling equipment; and (c) grade, plant and seed the area disturbed by drilling that is not required in production of the well, where necessary to bind the soil and prevent substantial erosion and sedimentation.

13. Lessee may at any time surrender all or any part of this lease by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper county. After a partial surrender, the rental and shut in payments specified above shall be proportionately reduced on acreage basis.

14. In the event Lessor considers that the Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee, in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by the Lessor on said lease for any cause and no such shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of acts by the Lessee aimed to

meet any or all of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

15. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure including but not limited to acts of God, strikes, riots, and governmental restrictions, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts.

16. This lease and all its terms, conditions and stipulations shall extend to and be binding on all heirs, successors and assigns of Lessor or Lessee. This lease contains all of the agreements and understandings of the Lessor and the Lessee respecting the subject matter hereof and no implied covenants or obligations, or verbal representations or promises, have been made or relied upon by Lessor or Lessee supplementing or modifying this lease or as an inducement thereto.

17. Lessee agrees to pay in advance all delay rental payments due Lessor for the primary term of this lease as per "Order of Payment" signed contemporaneously herewith; this is a "Paid-Up" Lease.

SEE Addendum to Oil AND GAS LEASE
Attached hereto AND MADE A
PART hereof. W.D. Dent
April 6, 2011

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date appearing above.

Signatures of Witnesses:

John J. Rambacher

(Printed Name) JOHN J. RAMBACHER

Tom Lorentz

(Printed Name) Tom Lorentz

Signatures of Lessor(s):

William Dennis Dent

(Printed Name) William Dennis Dent

(Printed Name) _____

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF STARK) SS:

The foregoing instrument was acknowledged before me this 6TH day of APRIL, 2011.

By WILLIAM DENNIS DENT, UNMARRIED

My Commission Expires:



JOHN J. RAMBACHER, ESQ.
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.83 O.R.C.

John J. Rambacher
Notary Public

ADDENDUM

Attached hereto and made a part hereof that certain Oil and Gas Lease, dated APRIL 6 2011, made by and between WILLIAM DENNIS DENT (Divorced) Not Remarried as ("Lessor"), and EnerVest Energy Institutional Fund XI-A, L.P., EnerVest Energy Institutional Fund XI-WI, L.P. and CGAS Properties, L.P. as ("Lessee"). This addendum is part of said Lease, and if there are any inconsistencies between the terms and conditions set forth in the basic Lease and those contained in this Addendum, then the provisions of this Addendum shall prevail.

1.) No surface facilities to be located within three hundred feet (300') of Lessor's south property line.

2.) The location of any well(s) to be drilled, access road(s), pipeline route(s) and tank battery(ies) on the lease premises shall be approved by the Lessor or one of their representatives in writing prior to location thereof. Such approval shall not be unreasonably withheld or delayed. Upon receipt of Lessee's written location approval form, Lessor shall have fourteen (14) days from the date of receipt to approve and return said form or to advise Lessee in writing of their disapproval of a specific location(s) associated with said form and provide Lessee with an alternate location(s) that Lessee deems to be reasonable, economically feasible and at a legal location pursuant to the rules and regulations of the State/Commonwealth. Lessor's failure to notify and return Lessee's written location approval form or to provide Lessee with such alternate location(s) within fourteen (14) days shall constitute Lessor's approval of the location(s) associated with said form.

This instrument prepared by Enervest Operating LLC
300 Capitol St #200
Charleston WV 25301